

# ***STATE OF LOUISIANA***



## ***REQUEST FOR PROPOSALS***

***FOR***

## ***COLLECTION SERVICES***

File Number: 4400009101PSC

Proposal Opening Date: February 27, 2009

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## 1.0 Introduction

### 1.1 Purpose

It is the intent of the Louisiana Department of Revenue, hereinafter referred to as “LDR”, to request proposals from qualified proposers for debt collection services for the collection of delinquent tax accounts as provided by Louisiana Revised Statute 47:1516 and 47:1516.1.

### 1.2 Overview

The LDR is responsible for the administration, assessment and collection of personal income taxes and a variety of business taxes. Business taxes include sales and use taxes, employer withholding taxes, corporation income and franchise taxes, excise taxes and fees and severance oil and gas taxes. Accounts to be referred will consist of liabilities based on returns filed, federal state match assessments, CP2000 adjustments, audits, NSF/Returned checks, and Revenue Agent Reports (RAR). In all cases, in-house collection staff has attempted initial collection. For all in-state cases, collection efforts have also been attempted by the Louisiana Department of Justice. The estimated initial placement for In-State is 95,763 accounts with a balance due of \$56,878,070.48.

### 1.3 Qualification for collection Proposers

- a. Proposer **must** have a minimum of five years experience in the collections of state, local and/or government tax accounts, filing and serving legal documents, and **must** have the ability to litigate and execute judgments within the United States and its territories without regard to Proposer’s home office or location of the branch offices.
- b. Proposer **must** demonstrate a high level of performance and integrity.
- c. Proposer **must** have a history of working accounts to proper resolution regardless of the age or dollar amount of the account.

### 1.4 Definitions

Account	Liabilities based on audits, NSFs/Returned checks, federal and state assessments, CP2000 adjustments, RARs and returns filed by the taxpayer including tax, interest, applicable penalties and fees
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Account Number	The business taxpayer's account number assigned by the LDR or the individual income taxpayer's social security number
Collection Contractor	One or more private persons, companies, associations, or corporations who provide debt collection services
First Placement	First time under this contract
LaPAC	Louisiana Procurement and Contract Network
LDR	Louisiana Department of Revenue
LRS	Louisiana Revised Statutes
May	To be allowed or permitted
Shall	Mandatory requirements
Proposer	A collection contractor submitting a proposal in response to this RFP
RFP	Request for Proposals
RAR	Revenue Agent Report
Second Placement	Accounts that have been previously placed with a collection contractor including the Louisiana Department of Justice
Secretary	The executive head and chief administrative officer of the Louisiana Department of Revenue



## **1.5 Scope of Services**

To provide collection services for delinquent tax accounts. Attachment I detail the scope of services and deliverables that the State requires of the Proposer.

## 2.0. General Information

### 2.1 Calendar of Events

<u>EVENT</u>	<u>DATE</u>
Advertise RFP and Release of RFP to interested Proposers	January 15, 2009
Deadline for inquiries (No questions accepted after this date)	January 29, 2009
Response to Proposers inquiries	February 11, 2009
Deadline for submission of Proposals	February 27, 2009
Evaluation	March 13, 2009
Notice of Intent to Award to be mailed	March 20, 2009
Contract execution	April 7, 2009

**LDR reserves the right to deviate from this schedule.**

### 2.2 Proposer Inquiries

It **shall** be the responsibility of each Proposer to raise any questions concerning the proposal specifications or proposal procedures as written before the deadline for inquiries. Otherwise, the interpretation of the appropriate representative of the LDR shall prevail.

No negotiations, decisions or actions **shall** be initiated or executed by the Proposer as a result of any discussions with any State employee. Only communications, which are in writing from the LDR, **may** be considered as a duly authorized expression on behalf of the State. Official responses to each of the inquiries presented by the Proposers will be posted at the department website at <http://www.revenue.louisiana.gov> and LAPAC at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

## 2.3 RFP Coordinator

Upon release of this RFP, requests for copies and written questions **must** be directed to the RFP Coordinator below:

Geraldine Kelly, Director  
Collection Division  
Louisiana Department of Revenue  
6th Floor  
617 North 3<sup>rd</sup> Street  
Baton Rouge, Louisiana 70802  
Telephone Number (225) 219-2244  
E-mail Address [geraldine.kelly@la.gov](mailto:geraldine.kelly@la.gov)

## 2.4 Submission of Proposals

All proposals **shall** conform to the following format:

1. Each proposal **shall** contain an executive summary, which should be limited to 10 pages.
2. The text portion of proposal **should** be limited to a maximum of 75 pages, which concisely addresses the information requested from the Proposer in its response to this RFP.
3. The Proposer should include as appendages:
  - a. Resumes
  - b. Sample Reports
  - c. Sample Letters (i.e. billing/notices sent to the taxpayer)
  - d. Reference Letters from a minimum of 3 governmental agencies for which the Proposer has performed similar work as requested in this RFP.
  - e. Audited Financial Statement for three (3) years or other representation of financial solvency.

The Proposer **shall** be responsible for any liability or cost incurred in connection with its response to this request. A Proposer's response to this Request for Proposals **shall** be considered a formal offer. Only communications from Proposers, which are signed, and in writing will be recognized by the State as duly, authorized expressions on behalf of Proposer. Proposals **must** be labeled as follows:

(Proposer's Name)  
Proposal for Collection Services  
Louisiana Department of Revenue

Proposals **must** be received on or before 4:00 p.m. Central Standard Time on the date specified in the Calendar of Events. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package **must** be delivered at the Proposer's expense to:

Elizabeth Kunjappy, Procurement Director  
Financial Services Division  
Louisiana Department of revenue  
6<sup>th</sup> floor Room 165  
617 North 3<sup>rd</sup> Street  
Baton Rouge, Louisiana 70802

Each Proposer **shall** submit their signed collection service fee proposal in a clearly identified sealed package. **FAILURE TO SUBMIT THE PROPOSED COST DATA (COLLECTION SERVICE FEE INFORMATION) SHALL RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

Late submissions will be rejected, regardless of the circumstances. In order to facilitate the proposal evaluation process, an original and seven copies of each proposal **must** be submitted.

## **2.5 Clarification of Proposals, Interviews**

The Evaluation Committee **may** require any Proposer to be interviewed by the Evaluation Committee in order to discuss or clarify its proposal.

## **2.6 Inspection**

The LDR reserves the right to conduct on-site inspections of Proposer's company physical locations prior to the awarding of the subject contract. The inspection will be for the purpose of verifying the Proposer's ability to perform the services required under the contract.

## **2.7 Expected time period of the Contract**

Any contract resulting from this RFP will be for a period of three years.

## **2.8 Relationship**

The Proposer, or subProposer thereof, **shall** perform as an independent Proposer in its individual capacity and not as an agent, representative or employee of the LDR or for the State of Louisiana. The Proposer **shall** not represent to any person that it is an agent, representative or employee of the LDR or the State of Louisiana or that it acts under color of any State law.

## **2.9 Legal Requirements for Proposal and Contract**

Applicable provisions of federal and Louisiana law **shall** govern the development, submittal and evaluation of all claims and disputes which **may** arise between person(s) submitting a proposal to the LDR, by and through its officers, employees and authorized representative or any other person. Lack of knowledge by any Proposer **shall** not constitute a recognizable defense against the legal effect. Any corporation awarded the contract **shall** be on file with the Secretary of State in accordance with the provisions of Title 12, Louisiana Revised Statutes.

The final contract will require the Attorney General's approval since litigation is part of the contract.

## **2.10 RFP Addenda**

No verbal understandings between the LDR and any Proposer that are at variance with the printed terms of the contract, or that in any way changes, modifies, deletes, or adds to the printed terms of this agreement, will be binding unless reduced to writing, made a part thereof and signed by the secretary, or his designee, and an authorized officer of the Proposer.

If it becomes necessary to revise any part of the RFP, or if additional data is necessary to clarify any of its provisions, a supplement will be issued to prospective Proposers who have requested a copy of the RFP. The LDR reserves the right to amend, alter or change the RFP at any time prior to the deadline for submission of proposals.

## **2.11 Understanding**

The contract **shall** be governed by the laws of the State of Louisiana both as to the interpretation and performance.

## **2.12 Contract Award**

The contract will be awarded to the Proposer who has scored the highest number of points, at the sole discretion of the LDR, and whose proposal is determined to be most advantageous to the State, taking into consideration the collection service fee and the ability of the Proposer to perform satisfactorily.

## **2.13 Proposal Acceptance Period**

All proposals **must** remain in effect for a period of ninety (90) days after the deadline for the submission of proposals and thereafter until the Proposer withdraws it, or a contract is made and approved, or the procurement is terminated, whichever occurs first. The successful proposal submitted **shall** become a part of the contract.

## **2.14 Rejection of Proposals**

The LDR reserves the right to reject any and all proposals and to waive any minor irregularities in proposals received. The State **shall** not be obligated to pay for information obtained from or through any Proposer prior to entering into a contract with a successful Proposer.

The LDR retains the right to cancel this procurement at any time before a contract has been executed and approved, in which event the LDR will reject any and all proposals received in response to this RFP. Non-acceptance of any proposal means only that another acceptable proposal was deemed more advantageous to the State or that none was acceptable.

## **2.15 Protest/Debriefing**

Any Proposer wishing to protest the contract award **must** do so in writing to the Secretary of the LDR within fourteen (14) days of receipt of the notice that a contract has been awarded. During this period, any Proposer **may** submit a written request for a debriefing to the Evaluation Committee. The Chairperson of the Evaluation Committee or his designee will conduct the debriefing.

## **2.16 Publication of Proposals**

All proposals and related documents submitted in response to this RFP are subject to L.R.S. 44:1, et. seq., the Public Records Act of the State of Louisiana.

## **3.0. Evaluation of Proposals**

Proposals **shall** be evaluated by a selection committee in accordance with the evaluation criteria identified below.

The award of the contract for the collection of delinquent taxes will be in accordance with the attached specifications, requirements and conditions. All proposals are to be complete and accurate. Omission, inaccuracy or misstatement **may** be sufficient cause for rejection of any proposal or cancellation of any resulting contract. Evaluations will be made based on information furnished in response to Section 4 of this RFP. The following items will be considered in the selection process. The weight assigned to each item precedes the item.

### **The relevant items are:**

- 30% a. Capability, Expertise, and Means: The Proposer's capability and expertise in collections are a vital concern and it is imperative that the agency has sufficient locations/personnel or has the means to effectively pursue collection efforts in state and/or out of the state.
- 15% b. Staffing Levels and Qualifications: The number of personnel and their qualifications and classifications who will be assigned to work on the LDR accounts, and the volume of accounts the Proposer can timely and efficiently handle with the expressed staffing level.
- 20% c. Methodology and Reporting Capability: The proposed methodology for accomplishing the project with a precise statement of what the State will receive as an end product of the project. The Proposer's ability to capture, update, report and transfer any and all information gathered regarding the assigned accounts to the LDR in an automated manner and the willingness of the Proposer to prepare and submit detailed management reports to the LDR.
- 15% d. Added Value: Additional Provided Services to enhance collections and improve state efficiencies.

- 10% e. Financial Information: The fiscal solvency of Proposer, including have no outstanding obligations to the State.
- 10% f. Collection Service Fee to be charged: The collection service fee (represented as a percentage of the dollar amount of recovered collections) the Proposer will charge for collections. All Proposers **shall** clearly state the collection service fee percentage of collections they will charge for their services. All assignments are on a contingency basis only. All part payments will be considered inclusive of the amount owed LDR and the collection service fee.

## **4.0 Proposal Information**

### **4.1 Purpose**

The purpose of the RFP is to obtain detailed information from each Proposer, enabling the LDR to determine which Proposer can best meet the criteria outlined and, which will be considered in the award of the contract. To accomplish this, each Proposer **shall** furnish a complete description of its capabilities in the field of collection service operations as part of its proposal package.

### **4.2 Information Required**

#### **a. Capability, Expertise, and Means:**

The Proposer **must** submit a detailed overview of the collection system utilized, including but not limited to, the following:

1. The extent to which any collection attempt will be made based on the dollar value of the account and the types of attempts that will be made. For example: collection letters, telephone contacts, skip trace, etc.
2. The method of documenting collection attempts and also the ability of the Proposer to guarantee that such attempts will be made.
3. The extent and procedures used for accounts that will be skip traced. Indicate if different procedures will be used based upon dollar value of the account. The LDR expects that the Proposer will contact the post office, neighbors, and prior employers. Additional sources used include credit bureaus, telephone directories, etc., in an effort to locate the taxpayer. The



Proposer should indicate which steps are to be taken in a given category of cases.

4. The Proposer **must** have at least five years experience as a collection Proposer of state, local and/or federal government tax accounts, filing and serving legal documents, and **must** have the ability to litigate and execute judgments within the United States and its territories without regard to Proposer's home office or location of the branch offices.
5. A description of any internal audit program for the recording, checking, reporting of services performed, and for the control of funds.
6. Should a license be required by law for collection companies to collect debts owed by persons and entities owing monies pursuant to the contract, then Proposer **must** submit verification of application for license and branch certificate within 30 days of the effective date of the law. If the Proposer currently holds said licenses, copies of each may be submitted with the proposal. Should a license not be granted, LDR reserves the right to cancel the contract. If the license is granted and the successful Proposer does not remain in good standing, LDR reserves the right to cancel the contract. The successful Proposer must comply with the Fair Debt Collection Act and any other applicable state or federal law which regulates their activities.
7. The Proposer must provide customer reference letters from three governmental tax agencies for which the Proposer has performed similar work as described in this RFP. The LDR may contact these customers to determine if the Proposer has demonstrated a high level of performance and integrity and if the Proposer has a history of working accounts to proper resolution regardless of the age or dollar amount of the account.

**b. Staff Levels and Qualifications:**

1. The Proposer must identify the number of personnel, their qualifications and classifications that will be assigned full-time to work on the LDR accounts and should specify the volume of accounts that the Proposer can timely and efficiently handle on a monthly, quarterly or annual basis with this projected staffing level.
2. The Proposer must designate and submit the resume of a Contract Manager who will be responsible for the day-to-day operations of the contract. It is expected that although many company branches may

actually process accounts under the contract, the Contract Manager shall be available in the event of any and all problems with the contract. Resumes of all key personnel must also be included. The key positions are Contract Manager, Customer Service Liaison and Collection Manager. Notification to the LDR of personnel changes in these key positions is required. Such consent shall not be unreasonably withheld by LDR provided an equally qualified replacement is offered. In the event that any Proposer personnel becomes unavailable due to resignation, illness or other factors, excluding assignment to other projects outside this contract, outside of the Proposer's reasonable control, as the case may be, the Proposer shall be responsible for providing an equally qualified replacement in time to avoid delays.

**c. Methodology and Reporting:**

1. The Proposer shall describe the proposed methodology for accomplishing the project with a precise statement of what the State will receive as an end product of the project.
2. A plan to implement full-scale collection within 60 days must be furnished. The Proposer must have the ability to generate reports in the required format with the necessary fields in a timely manner. The Proposer must describe, in a concise narrative, his ability to comply with the reporting requirements mandated in Section 5.18 of this proposal. The narrative must include a description of the size and kind of computer system where the records will be stored and the number of computer personnel dedicated to the system and their functions. Attach actual copies of existing reports the Proposer considers to meet the requirements, or drafts, or adjusted reports that will be developed for that purpose. The Proposer must describe the level of electronic data processing sophistication and capacity, including but not limited to, the availability of a competent technical staff that can meet the operational requirements of the Requests for Proposal, the sufficiency of hardware that can handle the volume of the tax data, the existence of security systems and procedures, the capability to develop reporting and case tracking systems that will insure that the desired information on accounts is captured, updated and reported to the LDR. The Proposer must describe the ability to exchange data using a secured web-based electronic file transfer protocol (FTP) according to LDR specifications; the ability to receive and generate timely reports electronically or by hardcopy in the format required by LDR, and the capability of

documenting audit trails acceptable to the Louisiana State Legislative Auditor.

3. Samples of management reports provided to other clients, particularly those provided to other governmental units, on a monthly or yearly basis, which summarizes collection activity and results.
4. The Proposer should provide sample letters (i.e. billing/notices sent to the taxpayer).

**d. Added Value:**

1. The Proposer may voluntarily provide additional services to enhance state tax collections and improve efficiencies in the collection of state taxes.

**e. Financial Information:**

1. The Proposer **must** demonstrate a history of financial stability. The Proposer is to provide three years of audited financial statements or other representation of financial solvency, which demonstrates that the Proposer has adequate resources or has the stability to obtain such resources, as required for the performance of this contract. The Proposer **must** also submit the names and addresses of banking and lending institutions, which the LDR **may** contact for financial references.
2. Evidence that the Proposer meets the tax requirements of the State of Louisiana. Proposers **must** certify that they have made all required filings, if applicable, and have no outstanding obligations to the State of Louisiana subdivisions.
3. Disclosure of any lawsuits or judgments against the Proposer, subsidiaries or affiliates, officers or employees that will significantly effect the Proposers ability to deliver the services required by this RFP.
4. The Proposer **must** demonstrate a history of financial stability. The Proposer is to provide three years of audited financial statements or other representation of financial solvency, which demonstrates that the Proposer has adequate resources or has the stability to obtain such resources, as required for the performance of this contract. The Proposer **must** also submit the names and addresses of banking and lending institutions, which the LDR **may** contact for financial references.

**f. Collection Service Fees to be charged:**

This is the collection service fee (represented as a percentage of the dollar amount of recovered collections) the Proposer will charge for collections. All Proposers **shall** clearly state the collection service fee percentage of collections they will charge for their services. The Proposer **must** quote a collection service fee as a straight overall percentage of collections. All part payments will be considered inclusive of the amount owed LDR and the collection service fee.

**5.0 Operational Requirements**

**5.1 Account Information**

The successful Proposer **shall** collect delinquent tax accounts, commence and prosecute suits, or other legal proceedings in the collection of such delinquent tax accounts at the expense of the Proposer. **The successful Proposer must have prior written approval of the LDR and subject to approval of the Attorney General's office before commencing any litigation on accounts.**

The successful Proposer **must** promptly undertake the collection of all accounts assigned by the LDR without regard to the amounts to achieve a maximum recovery of debts. Such procedures are to include but are not limited to a reasonable number of telephone, mail and skip-tracing efforts.

The successful Proposer **must** maintain records on each individual account referred by the LDR for collection. Such records **shall** contain all of the collection activities made by the successful Proposer and other pertinent information. The Proposer **shall** maintain the records on each account until such time the account is returned to the LDR. These records **shall** remain the property of the LDR. Upon termination or expiration of the contract, these records will be turned over to the LDR in an electronic file (see 5.5) within thirty (30) days of the ending date.

The successful Proposer will add to each account balance the collection fee based on the percentage rate agreed upon with the LDR. The Proposer is to collect the collection fee from the taxpayer. All part payments will be considered inclusive of the amount owed LDR and the collection fee.

The successful Proposer **must** also agree that any and all information gathered and used by it in the collection of accounts is the property of the LDR, and that such information **shall not** be used for any other purpose by the Proposer.

## 5.2 Computer Capability

The successful Proposer **must** lease, own, or have access to computer server which has the ability to exchange data using a web-based electronic file transfer protocol (FTP) formatted to LDR specifications; the ability to receive and timely generate reports electronically or by hardcopy in the format required by LDR, (See Exhibits A-D); and the capability of documenting audit trails acceptable to the Louisiana State Legislative Auditor.

The LDR will use ASCH-format files to exchange data with the collection agency. Files are transferred via File Transfer Protocol (FTP) to and from an FTP server maintained by the collection agency. LDR initiates all FTP file exchanges. The FTP data exchange **must** be secure, with encrypted authentication, and data transfer. The encryption **must** be at least 128-bit, **must** use RSA 2048 Titus-level public keys using PGP or GNUPG encryption, **must** be compatible with a Windows 2000 or higher operating system client software package or configuration, and **must** be implemented at no cost to the LDR.

All electronic media prepared by the Proposer for use by the LDR **must** be compatible with LDR's applications computer system. Conversion of files, if necessary, will be the Proposer's responsibility. The successful Proposer **must** accept and be able to process electronic documents and files created by LDR's current applications computer system.

## 5.3 Assignment of Accounts

The LDR will provide the successful Proposer with a file containing the account number or social security number, name, address (last known), type of tax and period, amount due as of a certain date (tax, penalty and current interest), and other pertinent financial and demographic information to recover delinquent tax debts owed to the State of Louisiana. (See Exhibit A-D). In addition, from time to time, the LDR **may** also make manual assignments of taxes that are not computerized.

The file will be date and timestamp sensitive. The successful Proposer **must** have the ability to update the account to include current interest due to the State of Louisiana. The interest rate applicable to the tax deficiencies is subject to change on January 1<sup>st</sup> each calendar year.

The successful Proposer **shall** acknowledge the number and logical validity of the file within ten (10) days after delivery.

For items not logically valid, notification **shall** be sent to the LDR for examination within one week subsequent to the acknowledgement (e.g. obviously illogical amounts, uninterruptible or illogical material of any type, etc.). LDR **shall** retain the right to withhold and/or to request the return of accounts at its discretion.

## 5.4 Payment for Services

The successful Proposer agrees to remit, by the 10<sup>th</sup> of each month, to the LDR the full amount of all monies collected in the previous month, **including accrued interest and applicable penalties**, on accounts placed by the LDR with the successful Proposer for collection, less the commissions earned by the successful Proposer in the manner prescribed by the LDR.

The successful Proposer **shall** place electronic payment file formatted and named as specified by the LDR out on the Proposer's server for pickup by LDR that contains the details of the collection of money by the 10<sup>th</sup> of each month for the preceding month. (See Exhibit G). This file will be accompanied by a payment check, and a report (hard copy or electronic) summary of the amount collected by tax in a format prescribed by LDR, (See Exhibit H), and any other documentation necessary. The payments **must** be subtotaled by type of tax and a grand total **must** be furnished.

In the event the LDR offsets a refund against the amount owed on an account assigned to the successful Proposer, the LDR will notify the Proposer of the amount of the offset. The successful Proposer **shall** treat tax-offset payments as a balance adjustment and adjust their inventory accordingly. The successful Proposer **shall not** be entitled to a fee on the offset amount.

Any amounts received by the Proposer that are in excess of that which is due, and payable are overpayments and **shall** be forwarded to the LDR in full with an explanation that the amount is an overpayment. The successful Proposer **shall not** be entitled to a collection fee for overpayments and **shall not** retain any portion of an overpayment.

The LDR **may** terminate the contract because of non-compliance or unsatisfactory compliance with the payment provisions.

## 5.5 Return/Update of Referred Accounts

The successful Proposer **shall** document its efforts to collect all accounts. If the successful Proposer should discover new taxpayer demographic information, the Proposer **must** submit the updated names, address, phone

numbers, etc, to the LDR via an electronic file formatted and named as specified by the LDR out on the successful Proposer's server for pickup by LDR. This file **shall** be separate and apart from the electronic payment file. It **shall** contain only the return and demographic update information.

The successful Proposer **shall** return to the LDR an account deemed uncollectible with an explanation why it is so rendered. Examples of reasons given may include the taxpayer's death, total and permanent disability, the taxpayer does not have the means to satisfy the debt or portion thereof, or the taxpayer cannot be located and skip tracing efforts have been exhausted. (See Exhibit L)

In any case where an account has been assigned to the successful Proposer and that account becomes the subject of a bankruptcy proceeding, state insolvency, receivership, probate or other proceeding, the successful Proposer **shall** immediately, on discovery, return the account to the LDR and no additional fee will be generated on the remaining balance.

**The Proposer agrees to return any accounts referred by mistake by LDR to LDR at no charge.**

The LDR, as a result of an administrative action, decision, an offset action by the LDR, and/or a legal decision, **may** recall any and all accounts. In any such event, the successful Proposer will suspend any and all collection action either temporarily or permanently on any account referred to the Proposer for collection upon written notification by the LDR. The successful Proposer will confirm in writing within three (3) days that the account has been recalled. There will be no collection fee charged on the uncollected portion of such accounts.

If suit has not been filed, attach to the (hardcopy or electronic) report a list of all collection efforts taken and skip trace efforts, latest telephone numbers and addresses and the reason collection was not pursued.

If a recall is requested and the successful Proposer has filed suit and a judgment has been rendered but payment in full has not been collected, a copy of the judgment should also be attached. If an account is canceled for bankruptcy, death, or permanent and total disability, proper documentation acceptable to the LDR of these instances **must** be enclosed with the canceled account. The Proposer **shall** provide the LDR with such additional information as it **may** have acquired, including but not limited to, the taxpayer's current address or employment.

## 5.6 Inventory

The successful Proposer **shall** provide semi-annually to the LDR an electronic file, (“Reconciliation”), and a hard copy, listing all accounts assigned arranged in account number order, by type of tax, by period. (See exhibit I-K). The report **shall** contain the following fields: reporting period, account number or social security number, name, type of tax, and tax period, date account was assigned to the successful Proposer for collection, outstanding balance, and indication of account status: For active accounts: (a) payment plan, (b) in skip tracing, (c) in litigation, (d) suspense, and, (e) disputed amounts. (See Exhibit O)

## 5.7 Disputed Accounts

If during the collection of an account the successful Proposer is not satisfied that the taxpayer owes the liability that account should be forwarded to the LDR for verification. The LDR will attempt to promptly verify the liability and notify the successful Proposer of its finding. During this verification period, the successful Proposer will suspend any active contact with the taxpayer.

## 5.8 Management Information and Performance Reviews

The successful Proposer **shall**, upon request by the LDR, provide to the LDR an analysis of the accounts assigned to the successful Proposer. The analysis **shall** show the recovery history in numbers, percentages and dollars.

The LDR maintains the right to ask for and receive further information reports as requested, and the successful Proposer **must** be prepared to institute further controls should the LDR require.

On request of the LDR, the successful Proposer **shall** meet with the Secretary, or his designee, to review the performance of the successful Proposer and discuss concerns and enhancement of collection services.

## 5.9 Monitoring and Evaluation

The successful Proposer **shall** maintain separate records satisfactory to the LDR concerning the accounts referred. All monies received as a result of any activities referred by the LDR **shall** be maintained separately and apart from all other funds of the successful Proposer. The successful Proposer **shall** be responsible for any and all of its cost of the preparation for an audit of such books and records. The successful Proposer **shall** also maintain electronic backup of all electronically exchanged files, reports and other significant



records for the life of the contract. The successful Proposer **must** maintain a log and filing system, which will ensure that said files and reports are retrievable for the life of the contract.

The successful Proposer will prepare and maintain such financial records and records of services performed as are necessary to substantiate claims for payments, at an address designated in the contract, and **shall** permit the LDR and/or the Legislative Auditors to make copies.

To assure compliance with the contract, the LDR and/or the Legislative Auditors **shall** have the right to enter into the successful Proposer's premises or any facilities where any portion of the contract is being performed, without notice during normal work hours to inspect, monitor or otherwise evaluate its work performance, examine the books, records and other compilations of data of the successful Proposer which pertain to the performance of the provision and requirements of the contract. The LDR **shall** not be denied access by the successful Proposer for any reason whatsoever. The LDR **shall** also have the right to independently verify the successful Proposer activities through direct contact with taxpayers assigned for collection or any other means without notice to the successful Proposer. The successful Proposer **must** be prepared to institute any further controls the LDR **may** require.

## **5.10 Financial Audits**

The successful Proposer **must** submit to the LDR yearly audited financial statements through the contract period.

## **5.11 Accounting**

The successful Proposer **shall** preserve and make available complete and accurate records of collection service transactions in accordance with accepted industry accounting practices, and **shall** keep in a safe place all such financial records and statements pertaining to the collection agency service operations for the LDR for a period of six (6) years from the close of each year's operation.

## **5.12 Confidentiality**

The successful Proposer recognizes that in the performance of this contract it will become a holder of confidential data as defined in Louisiana Revised Statute (L.R.S.) 47:1508 and **shall** be required to comply with all of the

confidentiality restrictions embodied therein. The successful Proposer agrees that it will conform to the obligations of the LDR.

In its handling of any returns of taxpayers or other records and files of the Department of Revenue, or information derived there from, the successful Proposer recognizes and acknowledges the confidential nature of said information, and **shall** comply with all the confidentiality restrictions embodied in L.R.S. 47:1508. Further more, the successful Proposer recognizes that L.R.S. 47:1508.1 imposes fines and/or imprisonment upon conviction for the disclosure of information in violation of L.R.S. 47:1508.

The successful Proposer, its employees and subProposers **must** meet certain IRS requirements. It has been determined that the successful Proposer must be included in the awareness and certification process. The successful Proposer will be provided with copies of a CD addressing UNAX, Safeguarding Federal Tax Information and a VHS entitled Safeguarding IRS Confidential Information that **must** be viewed by all employees who have access to federal tax information.

The successful Proposer **shall** disclose or make available said confidential information only to those of its employees, agents and representatives whose duties clearly justify the need to know or be exposed to such information, and then only on the basis of a clear understanding by said employees, agents and representatives of their obligation to maintain the confidential status of such information and to restrict its use in accordance with this contract. The successful Proposer agrees and assures that data, material, and information gathered based upon its contact or disclosed to the successful Proposer for purpose of this contract will not be disclosed to other parties or discussed with other parties without the prior written consent of the State. Furthermore, the successful Proposer agrees to comply with the following provisions.

### **5.13 Performance**

In performance of this contract, the successful Proposer agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the successful Proposer or the successful Proposer's employees and subProposers.

- (2) Any return or return information made available in any format **shall** be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as **may** be necessary in the performance of this contract. Disclosure to anyone other than an officer, employee or subProposer of the successful Proposer will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output **will** be given the same level of protection as required for the source material.
- (4) The successful Proposer certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the successful Proposer at the time the work is completed. If immediate purging of all data storage components is not possible, the successful Proposer certifies that any Internal Revenue Service (IRS) data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) For any spoilage or any intermediate hard copy printout that **may** result during the processing of IRS data, the successful Proposer will provide LDR with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems processing, storing, or transmitting federal tax information must meet the requirements defined in NIST SP 800-53. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized

use of and access to federal tax information.

- (7) No work involving federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (8) The successful Proposer will maintain a list of employees authorized access. Such list will be provided to the LDR and, upon request, the IRS reviewing office.
- (9) The LDR will have the right to void the contract if the successful Proposer fails to provide the safeguards described above.

#### **5.14 Criminal/Civil Sanctions**

Each officer or employee or any person to whom returns or return information is or **may** be disclosed will be notified in writing by the successful Proposer that returns or return information disclosed to such officer or employee can be used only for the purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein, constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person **shall** also notify each such officer and employee that any such unauthorized further disclosure of return information **may** also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC 7213 and forth at 26 CFR301.6103 (n). Additional criminal penalties **may** be imposed under state law pursuant to L.R.S. 47: 1508 et. Seq.

Each officer or employee or any person to whom returns or return information is or **may** be disclosed **shall** be notified in writing by the successful Proposer that any return or return information made available in any format **shall** be used only for the purpose of carrying out the provisions of this contract. Information contained in such material **shall** be treated as confidential and **shall** not be divulged or made known in any manner to any person except as **may** be necessary in the performance of the contract. Inspection or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person **shall** also notify each officer and employee that any such unauthorized inspection or disclosure of returns or return information **may** also result in an

award of civil damages against the office or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus, in the case of a willful or in inspection or disclosure which is the result of gross negligence, punitive damages, plus costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

Additionally, it is incumbent upon the successful Proposer to inform its officers and employees of the penalties for improper disclosure by Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(m)(1), provides that any officer or employee of a successful Proposer, who by virtue of his/her employment or official position, has possession of or access to LDR or IRS records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, **shall** be guilty of a misdemeanor and fined not more than \$5,000.

### **5.15 Ethics**

The successful Proposer **shall not**, under any circumstances, use any threats, intimidation, or harassment in the collection process or violate any guidelines established by the Federal Trade Commission, the State of Louisiana or any other State.

The successful Proposer **must** be a member of the American Collectors Association and **shall** comply strictly with the code of ethics adopted by this organization.

### **5.16 Subcontracting**

The successful Proposer **shall** be allowed to subcontract any of its collection activities with the prior written consent of the LDR. If consent is given, such subProposer will be bound by all terms and conditions contained in the successful Proposer's contract.

The successful Proposer shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the successful Proposer. The successful Proposer agrees that he is as fully responsible for the acts and omissions of his

subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

No portion of the work shall be subcontracted without prior written consent from the LDR. In the event that the successful Proposer desires to subcontract some part of the work specified herein, the successful Proposer shall furnish the LDR the names, qualifications and experience of their proposed subcontractor(s). The successful Proposer shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

### **5.17 Publication Rights**

The LDR retains all rights to all data, reports, programs, designs and other results of this contract. The successful Proposer **may** not produce or otherwise use the products of this contract without the written consent of the LDR. The LDR reserves first publication rights to any products of this contract and the LDR may place these products in the public domain without the permission of the successful Proposer.

### **5.18 Reporting Requirements**

All hardcopy and/or electronic reports and/or correspondence requiring individual detail **must** contain appropriate taxpayer identification. Taxpayer identification is defined as the account number assigned by the LDR or the individual's social security number and the taxpayer's name. On all reports, any column requiring figures such as payments, fees, accounts balances, etc., **must** be totaled at the end of the report for balancing purposes. The format will consist of the taxpayer's identification with relevant figures and dates under the item headings listed for each report. The successful Proposer is cautioned that the fields indicated under each report type are mandatory and that all reports listed **must** be generated in the manner prescribed and within the time frames allotted in Section 5, Operational Requirements.

### **5.19 Liability Satisfied**

The successful Proposer is **not** to send notices to the taxpayer stating the liability has been paid in full. When accounts are paid out and returned to the LDR on the monthly Return/Update electronic file, LDR requires the current address be listed on the file.

## **5.20 Litigation Reports**

The successful Proposer **shall** provide a litigation report upon request. The report **shall** indicate the current status of all accounts and the effective date of the status. Each account reported **shall** be assigned one of the following designations:

- (1) Judgment Pending (all accounts that have had suit filed but a judgment has not yet been rendered).
- (2) Judgment Rendered (all accounts that have had judgment rendered but not yet executed).
- (3) Judgment Executed (all accounts that are in the process of being executed).

Each of these designations **shall** include the next scheduled action to be taken on the account. This report **shall** also contain the date suit was filed on each account and the new current balance.

## **6.0 Insurance**

The successful Proposer hereby assumes all risk of and responsibility for, and agrees to indemnify and hold harmless the LDR from and against any and all claims, demands, suits, actions, recoveries, judgments, and any cost or expenses in connection with, made, brought or obtained on account of loss life, property or damage connected with said work performance or lack of performances required under this contract.

The successful Proposer **shall** protect the State against all claims and demands against the state arising out of collection of these accounts by the Proposer and its employees with a \$500,000.00 contractual liability insurance policy covering such demands and claims for physical injury, property damage, defamation, invasion of privacy, violation of civil rights, or any violation of any similar state or federal laws. The Certificate of Insurance **must** be furnished upon notice of award and shall remain in force during the period of performance of the contract and for a period of 120 days after the expiration of the contract.

## **6.1 Performance Bond**

The State will require the successful Proposer to post a performance guarantee in the amount of \$100,000.00 prior to the contract being executed and approved, in the form of a bond from a surety licensed to conduct business in the State of Louisiana.

The terms of the bond **shall** extend for the balance of the term of the contract and provide that if the successful Proposer materially breaches the terms of the contract, specifically including, without limitation, the provisions for confidentiality and security so as to result in the termination of the contract, that the performance bond will be paid to the LDR as liquidated damages together with any other funds due to the LDR pursuant to the terms of the contract.

## **6.2 Fidelity Bond**

The successful Proposer **shall** keep in effect a fidelity bond for the period of this contract plus ninety (90) days thereafter, in the amount of \$100,000.00 to protect the LDR against loss through failure by the successful Proposer or any of its employees or agents to remit to the LDR all monies due. The bond **shall** be in the form approved by the LDR. The surety company **shall** be authorized to do business in Louisiana and **shall** be a company approved and licensed by the Louisiana Commissioner of Insurance. Proof of this bond coverage **must** be provided within 10 days of notification of award.

## **7.0 Cost Proposal Requirements**

The cost proposal **must** be prepared as a separate document from the rest of the proposal. The Proposer **must** quote the collection service fees as a straight overall percentage of collections.

## **7.1 Maintenance of Records**

The successful Proposer will prepare and maintain such financial records of services performed as are necessary to substantiate claims for payment hereunder, and **shall** permit the persons named below to make copies.

The LDR and/or the Legislative Auditor **shall** have the right to examine the books, records and other compilations of data of the successful Proposer, which pertains to the performance of the provisions and requirements of this contract.

The successful Proposer **shall** preserve and make available such books, records and data for a period of six (6) years from the date of final payment under this contract. The successful Proposer **shall** retain such documents that are pertinent to adjudicatory proceedings or appeals commenced during the six (6) year period until such proceedings or appeals have reached final disposition.



## **7.2 Designation of Department Contract Monitor And Proposer Contract Manager**

The Secretary of the LDR designates Geraldine Kelly to act as Contract Monitor. She, or any successor, or designee, to this role, who has been designated in writing to the successful Proposer, will act to ensure that the contract provisions and scope of services are being adhered to and will work with the successful Proposer to facilitate the performance of the contract, and serve as a liaison with the successful Proposer.

The successful Proposer designates \_\_\_\_\_ to act as Contract Manager. He/she, or any successor, or designee, to this role, designated in writing to the LDR, will act to ensure that the contract provisions and scope of services are being adhered to and will work with the LDR to facilitate the performance of the contract, and serve as a liaison with the LDR.

Unless otherwise specified, any exchange of information **shall** be in writing and **shall** be deemed given when delivered to either party or deposited with the United States Postal Service, postage prepaid and addressed as follows:

### **To the Department:**

Geraldine Kelly, Director  
Collection Division  
Louisiana Department of Revenue  
P. O. Box 66658  
Or  
617 North 3<sup>rd</sup> Street  
Baton Rouge, La 70802

### **To the Proposer:**

\_\_\_\_\_, Contract Manager

## **8.0 Interest of Members of the Louisiana Department of Revenue or Others**

No officer, member, or employee of the LDR and no public official of the governing body of the locality or localities in which this contract **shall** be performed who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project **shall**: (a) participate

in any decision relating to this contract which affects his personal interest or that of any corporation, partnership or association in which he is directly or indirectly interested; or, (b) have any interest, direct or indirect, in this contract or the proceeds thereof.

## **9.0 Interest of Proposer**

The successful Proposer covenants that it presently has no interest and **shall** not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

## **10.0 Transfer of Interest**

The successful Proposer **shall** not assign or in any way transfer any interest in this contract without the prior written consent of the Secretary of the LDR. None of the services to be performed by the successful Proposer **shall** be subcontracted to any other organization, association, individual, corporation, partnership, or group of individuals or other such entity without the prior written consent of the Secretary.

## **11.0 Subcontracts**

In the event of a subcontract, all parties receiving any interest in or subcontracting to perform any services under the primary contract, **shall** be bound by said contract in its entirety. No subcontract **shall** relieve or discharge the successful Proposer from any obligation or liability under this contract.

## **12.0 Entire Agreement**

The entire agreement of the parties is contained herein and the contract supersedes all verbal agreements and negotiations between the parties relating to performances of the services. The successful Proposer **shall** submit the following attachments. These attachments **shall** be deemed to be part of the Proposal:

Attachment A - Responsibilities of the Successful Proposer

Attachment B - Affidavit of Compliance with corporate filing requirements and corporation is in good standing with the State of Louisiana

- Attachment C - Affidavit of Compliance with State tax laws and its subdivisions
- Attachment D - Disclosure of other contracts with the state
- Attachment E - Disclosure of persons having a financial interest in this agreement

## **ATTACHMENT I**

### **SCOPE OF SERVICE**

#### **SERVICES AND TASKS**

Proposer hereby agrees to furnish the following services;

To provide collection services for delinquent tax accounts, and commence and prosecute suits or other legal proceedings at its own expense. Litigation for collection purposes shall be initiated only upon prior written approval of LDR, as deemed to be in the best interest of the State of Louisiana. Proposer must provide information on lawyers who will handle the litigation on request from the Department.

All out of state accounts will be original assignments. In state accounts **may** or **may** not be original and may have been previously placed with The Louisiana Attorney General's Office. LDR **shall** retain the right to withhold and/or request the return of accounts as provided by LDR.

Successful Proposer **shall** commence work immediately upon receipt of delinquent accounts as provided by LDR.

#### **PERFORMANCE MEASURES AND MONITORING PLAN**

Reports **shall** be submitted monthly by the successful Proposer to the LDR, giving a detailed account of the amount collected per taxpayer. Monthly reports provided by Proposer **shall** include an activity statement which lists the taxpayer name, account number/Social security number, type of tax, tax period, date collected, total amount collected, amount of successful Proposer's fees and the amount collected for the LDR.

The successful Proposer **shall** prepare quarterly reports showing the status of all accounts, including accounts in litigation, and the collection activity of each account. These reports **must** contain the designation shown in 5.18 of the Request for Proposals. The successful Proposer **shall** maintain separate records satisfactory to the LDR concerning the accounts referred. All monies received as a result of any activities referred by the LDR shall be maintained separately and apart from all other funds of the Proposer. The successful Proposer **shall** be responsible for any and all of its cost of the preparation for an audit of such books and records. The successful Proposer shall also maintain copies of all assignment files, deletion files,

payment files, return status files and other significant files and records for the life of the contract. The successful Proposer **must** maintain a log and filing system that will ensure that said files are retrievable for the life of the contract.

The successful Proposer will prepare and maintain such financial records and records of services performed as are necessary to substantiate claims for payments, at an address designated in the contract, and **shall** permit the LDR and or the Legislative Auditors to make copies.

To assure compliance with the contract, the LDR and/or the Legislative Auditors **shall** have the right to enter into the successful Proposer's premises or any facilities where any portion of the contract is being performed, without notice during normal work hours to inspect, monitor or otherwise evaluate its work performance, examine the books, records and other compilations of data of the successful Contractor which pertain to the performance of the provision and requirements of the contract. The LDR **shall** not be denied access by the successful Proposer for any reason whatsoever. The LDR **shall** also have the right to independently verify the successful Proposer's activities through direct contact with taxpayers assigned for collection or any other means without notice to the successful Proposer. The successful Proposer **must** be prepared to institute any further controls the LDR may require.

The Collection Activity Reports shall serve the purpose of assuring LDR that work is progressing satisfactorily in accordance with this contract.

## **DELIVERABLES**

In addition to the reports referenced above, the successful Proposer agrees to provide the following deliverables within the time frames specified herein:

The successful Proposer agrees to remit, by the 10<sup>th</sup> of each month, to LDR the full amount of all monies collected in the previous month, including accrued interest collected on accounts placed by LDR with the successful Proposer for collection, less the collection fee (commission) permitted by L.R.S. 47:1516 earned by the successful Proposer, as prescribed by LDR.

## **STANDARD OF PERFORMANCE**

The standard of performance is the percentage of assigned accounts collected and the amount of accounts collected.

## **ATTACHMENT II**

### **INSURANCE REQUIREMENTS FOR PROPOSERS**

#### **1.0 MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

#### **2.0 MINIMUM LIMITS OF INSURANCE**

Proposer shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

#### **3.0 DEDUCTIBLES AND SELF- INSURED RETENTIONS**

Any deductibles or self-insured retention must be declared to and approved by the LDR, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the LDR, its officers, officials, employees and volunteers; or the successful Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### **4.0 OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

##### **1. General Liability and Automobile Liability Coverage**

- a. The LDR, its officials, employees, boards and commissions and volunteers are to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the successful Proposer; products and completed operations of the successful Proposer, premises owned, occupied or used by the successful Proposer. The coverage shall contain no special limitations on the scope of protection afforded to the LDR, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.
- b. Any failure to comply with reporting provision of the policy shall not affect coverage provided to the LDR, its officers, officials, employees, boards and commissions or volunteers.
- c. The Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. Proposer shall keep in effect a \$500,000 liability insurance policy, which protects the State/LDR against all claims and demands against the State/LDR that may arise out of the collection of the accounts, which shall remain in force during the period of one hundred twenty days after the expiration of the contract, and any renewal thereof.
- e. Proposer shall keep in effect an employee fidelity bond for the period of this contract, plus ninety days thereafter, in the amount of \$100, 000 and shall submit proof thereof prior to commencement of work under this contract.

##### **2. Workers' Compensation and Employer's Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the LDR, its officers, officials, employees and volunteers for losses arising from work performed by the Proposer for the LDR.

##### **3. All Coverage**

Each insurance policy required by this clause shall be endorsed to State/LDR that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the LDR.

#### **5.0 ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of A-: VI or higher. This rating requirement may be waived for worker's compensation coverage only.

## **6.0 VERIFICATION OF COVERAGE**

The successful Proposer shall furnish LDR with certificate of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by LDR before work commences. The LDR reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **7.0 BOND**

The successful Proposer shall keep in effect an employee fidelity bond for the period of this contract, plus ninety days thereafter, in the amount of \$100,000 and shall submit proof thereof prior to commencement of work under this contract.

## **7.1 SUBCONTRACTORS**

The successful Proposers shall include all subContractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverage for subContractors shall be subject to all of the requirements stated herein.



## **ATTACHMENT III**

### **SAMPLE OF CONTRACT**

#### **STATE OF LOUISIANA CONTRACT**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Louisiana Department of Revenue, hereinafter sometimes referred to as the "state" or "LDR", and “(CONTRACTOR NAME and Address)”, hereinafter sometimes referred to as the 'Contractor", do hereby enter into a contract under the following terms and conditions.

#### **1.0 SCOPE OF SERVICES**

To be completed following negotiations

#### **1.1 CONCISE DESCRIPTION OF SERVICES**

Contractor shall provide collection services for delinquent accounts assigned to Contractor by LDR.

#### **2.0 ADMINISTRATIVE REQUIREMENTS**

#### **2.1 TERM OF CONTRACT**

This contract shall begin on (DATE) and shall end on (DATE) unless otherwise terminated in accordance with the Termination provision of this agreement. This contract is not effective until approved by the Director of the Office of Contractual Review in accordance with LRS 39: 1502.

#### **2.2 WARRANTIES**

Contractor shall indemnify LDR and the State of Louisiana against any loss or expense arising out of any breach of any specified warranty. The warranty period under this contract will begin on the date of acceptance or date of first productive use, whichever occurs later, and will terminate thirty six (36) months thereafter.

Contractor undertakes (and such undertaking will survive a termination of the contract) to indemnify and hold harmless the LDR and State of Louisiana from and against any and all liability, obligation, loss, damage, penalty, claim, suit, cost, expense, or disbursements (including any legal fees and expenses) that may be imposed on, or incurred by the LDR or State of Louisiana in any way relating to or arising out of the performance of the Contractor's duties, except in the case of misconduct, misrepresentation or negligence on the part of the LDR in the performance of its duties hereunder. The LDR undertakes (and such undertaking will survive a termination of the contract) to indemnify and hold Contractor harmless from and against all liability, obligation, loss, damage, penalty, claim, suit, cost, expense or disbursements (including legal fees and expenses) that may be imposed or incurred by Contractor arising out of misconduct, misrepresentation, or negligence of the State of Louisiana.

## **2.3 STAFF INSURANCE**

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subContractors. The cost of such insurance shall be included in the total contract amount including Section 5.0. For insurance requirements, refer to Attachment II.

## **2.4 LICENSES AND PERMITS**

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract.

## **2.5 SECURITY**

Contractor's personnel will always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the LDR or to the project. Contractor is responsible for reporting any breach of security to the LDR promptly.

## **2.6 TAXES**

Contractor hereby agrees that the responsibility for payment of taxes due on fees earned under this contract shall be Contractor's obligation and identified under Federal Tax Identification Number and/or the Louisiana Department of Revenue account number.

## **2.7 CONFIDENTIALITY**

All financial, statistical, personal, technical and other data and information relating to the LDR's operations which are designated confidential by the LDR and made available to the Contractor in order to carry out this contract, or which becomes available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State.

In its handling of any returns of taxpayers or other records and files of the Department of Revenue, or information derived there from, the Contractor recognizes and acknowledges the confidential nature of said information, and shall comply with all the confidentiality restrictions embodied in Louisiana Revised Statute (LRS) 47:1508. Furthermore, Contractor recognizes that LRS 47:1508.1 imposes fines and/or imprisonment upon conviction for the disclosure of information in violation of LRS 47:1508.

Contractor shall disclose or make available said confidential information only to those of its employees, agents and representatives whose duties clearly justify the need to know or be exposed to such information, and then only on the basis of a clear understanding by said employees, agents and representatives of their obligation to maintain the confidential status of such information and to restrict its use in accordance with this contract. Contractor agrees and assures that data, material, and information gathered based upon this contract or disclosed to Contractor for the purposes of this contract will not be disclosed to other parties or discussed with other parties without prior written consent of the LDR.

Furthermore, in performance of this contract, the Contractor agrees to comply, with and assume responsibility for compliance by his or her employees with the following Internal Revenue Service and LDR requirements:

- (1) All work will be done under the supervision of the Contractor or the Contractor's employees and subcontractors.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output would be given the same level of protection as required for the source material.
- (4) The Contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the LDR Contract Monitor or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the LDR Contract Monitor or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems processing, storing, or transmitting federal tax information must meet the requirements defined in NIST SP 800-53. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to federal tax information.
- (7) No work involving federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (8) The Contractor will maintain a list of employees authorized access. Such list will be provided to the LDR and, upon request, the IRS reviewing office.
- (9) The LDR will have the right to void the contract if the Contractor fails to provide the safeguards described above.

### **2.7.1 CRIMINAL/CIVIL SANCTIONS**

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or returns information disclosed to such officer or employee can be used only for the purpose and to the extent authorized herein, and that further disclosure of any such returns or return information of a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n). Additional criminal penalties may be imposed under state law pursuant to LRS 47:1508 et. Seq.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- (3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure by Privacy Act of 1974, 5 U.S. C 552a. Specifically, 5 U.S.C.552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5000.

## **2.7.2 INSPECTION**

The IRS and the LDR and the Louisiana Legislative Auditors shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be in noncompliance with contract safeguards.

## **2.8 TECHNICAL REQUIREMENT**

### **2.8.1 STATE OF WORK**

Contractor will perform services according to the terms of this contract and according to the Scope of Services.

### **2.8.2 CONFIGURATION REQUIREMENTS**

The software systems being used shall be designed and configured by the Contractor to operate within the LDR's hardware, software, and networking environment.

### **2.8.3 PROJECT MANAGEMENT**

Contractor shall provide, at a minimum, the following project management functions:

- A. Contractor will provide day-to-day project management practices for all tasks and activities necessary to complete the Statement of Work.
- B. Provide Project Progress Reports- Contractor shall submit monthly progress reports signed by the Contractor's Project Manager to the State, no later than 10 days after the close of each calendar month. Each progress report shall give a detailed account of the amount collected per taxpayer. Monthly reports provided by Contractor shall include an activity statement which lists the taxpayer name, account number/social security number, type of tax, tax period, date collected, total amount collected, amount of Contractor's fees and the amount collected for the LDR.

Contractor shall prepare quarterly reports showing the status of all accounts, including accounts in litigation, and the collection activity of each account. These reports must contain the designations shown in 5.18 of the Request for Proposals.

- C. Provide Issue Control. Contractor will develop and implement with LDR approval, procedures and forms to monitor the identification and resolution of key project issues and problems.

### **2.8.4 QUALITY ASSURANCE REVIEWS**

State reserves the right to conduct Quality Assurance Reviews at appropriate checkpoints throughout the project. Contractor will facilitate the review process by making staff and information available as requested by the reviewers at no additional cost to the State.

### **2.8.5 CONTRACTOR RESOURCES**

Contractor agrees to provide the following contract related resources:

- A. **Project Manager.** Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervisions of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.
- B. **Key Personnel.** Contractor shall assign staff that possesses the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment II.
- C. **Personnel Changes.** Contractor's Project Manager and other key personnel assigned to this contract may not be replaced without the written consent of the LDR. Such consent shall not be unreasonably withheld or delayed provided an adequately qualified replacement is offered. In the event that any Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, or Contractor's reasonable control, as their case may be, the Contractor shall provide an adequately qualified replacement in time to avoid delays to the work plan.

### **2.8.6 STATE PROJECT DIRECTOR**

LDR shall appoint a Project Director for this contract who will provide oversight of the activities conducted hereunder. Notwithstanding the successful Contractor's responsibility for total management during the performance of this contract, the assigned State Project Director shall be the principal point of contract for Contractor concerning the successful Contractor's performance under this contract. Any resources of the LDR furnished to the Contractor shall be used only for the performance of this contract. LDR will make available to the successful Contractor for the successful Contractor's use in fulfillment of this contract, resources as described below:

The Project Director appointed by the LDR is Geraldine Kelly who is the principal point of contact for this contract on behalf of the State.

### **2.8.7 ELECTRONICALLY FORMATTED INFORMATION**

Where applicable, LDR shall be provided all documents in electronic format, as well as hard copy. Electronic media prepared by the successful Contractor for use by the LDR will be compatible with the LDR's comparable desktop application (e.g., spreadsheets, word-processing documents). Conversion of files, if necessary, will be the successful Contractor's responsibility. Conversely, as required, Contractor must accept and be able to process electronic documents and files created by the LDR's current desktop applications.

## **3.0 ACCEPTANCE OF DELIVERABLES**

Contract deliverables will be submitted, reviewed, and accepted according to the following procedure:

- A. General. Except where this contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable specification for Contractor's work in the Statement of Work, the Request for Proposals, the Contractor's Proposal, and/or as subsequently modified in LDR approved design documents developed within this Project, and in the accepted final documentation.
- B. Submittal and Initial Review. Upon written notification by Contractor that a deliverable is completed and available for review and acceptance, the State Project Director will use best efforts to review the deliverable within five business days after the deliverable is presented to the State Project Director, but in no event later than ten (10) business days after the deliverable is presented to the State Project Director. Within the applicable period, the State Project Director will direct the appropriate review process, coordinate any review outside the Project team, and present results to any user committee and/or steering committee for approval, as needed. The initial review process will be comprehensive with a view toward identifying all items, which must be modified or added to enable a deliverable to be approved. A failure to deliver all or any essential part of a deliverable shall be cause for non-acceptance.
- C. Notification of Acceptance or Rejection. If no notification is delivered to successful Contractor within the applicable period, the deliverable will be considered approved. If LDR disapproves a deliverable, LDR will notify Contractor in writing of such disapproval, and will specify those items, which, if modified or added, will cause the deliverable to be approved.

#### **4.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

As authorized by RS 47:1516 and 1516.1, the compensation for Contractor shall be a fee determined by a percentage of the amount of tax, penalty and interest collected.

##### **4.1 ADD-ON FEE/PARTIAL PAYMENT**

The successful Contractor's fee shall not be taken from the tax, penalty and interest collected on behalf of LDR, but shall be a fee imposed in addition thereto. The successful Contractor is obligated to forward all tax, penalty and interest collected from the delinquent taxpayer to the state and shall retain as compensation only the add-on percentages specified below. All partial payments shall be deemed to include the tax, penalty and interest owed to LDR in addition to the successful Contractor's fee.

##### **4.2 PERCENTAGE ALLOWED**

In consideration of the services required by this contract, the successful Contractor may add as compensation the contracted \_\_\_\_% of the total collections of tax, penalty, and interest, collected for LDR. All taxpayer account assignments shall be on a contingency basis only. All partial payments shall be considered inclusive of the amount owed to LDR and the successful Contractor's fee. The successful Contractor shall be responsible for any costs incurred by the successful Contractor in litigation and other collection expenses. The maximum consideration to be accepted by the successful Contractor under this contract is the contracted \_\_\_\_\_% percentage amount in addition to the tax, penalty and interest collected.

## **5.0 TERMINATION**

### **5.1 TERMINATION FOR CAUSE**

LDR may terminate this contract for cause based upon the failure of successful Contractor to comply with the terms and/or conditions of the contract; provided that the LDR shall give the successful Contractor written notice specifying the successful Contractor's failure. If within thirty (30) days after receipt of such notice, the successful Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the LDR may, at its option, place the successful Contractor in default and the contract shall terminate on the date specified in such notice. The successful Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the LDR to comply with the terms and conditions of this contract; provided that the successful Contractor shall give the LDR written notice specifying the LDR's failure.

Termination or expiration of the contract does not relieve the successful Contractor of its responsibility to return all accounts in the format described as "Return Status Tape" within thirty (30) days of the termination date.

Upon termination, all copies of collection efforts and skip- trace, latest phone numbers and addresses, all finished or unfinished documents, data, studies, and reports prepared by or in the possession of the Contractor pursuant to this contract shall become property of the LDR.

If termination is for cause, each party is responsible for its own expenses for the return of records and equipment.

### **5.2 TERMINATION FOR CONVENIENCE**

State may terminate the contract at any time without penalty by giving thirty (30) days written notice to the successful Contractor of such termination or negotiation with the Contractor an effective date thereof.

Termination or expiration of the contract does not relieve the successful Contractor of its responsibility to return all accounts in the format described as "Return Status Tape" within thirty (30) days of the termination date. On any account for which a payment plan has been established and payments are being regularly received, the successful Contractor shall continue to receive compensation on funds collected, as provided in Section 5.0 herein, for a period of six months from the termination date or until a default in the payment plan occurs. Default of a payment plan will be considered to have occurred if a payment is not received for a period of ninety (90) consecutive days.

Upon termination, all copies of collection effort, and skip trace effort, latest phone numbers and addresses, all finished or unfinished documents, data, studies, and reports prepared by or in the possession of the Contractor pursuant to this contract shall become property of LDR.

Charges for the return of records or equipment in the possession of the Contractor shall be borne by the LDR if termination is without cause.



## **6.0 REMEDIES FOR DEFAULT**

Any claim or controversy arising out of this contract shall be resolved by the provisions of LRS 39:1524 through 1526.

## **7.0 OWNERSHIP OF PRODUCT**

Upon completion of this contract, or if terminated earlier, all data files, documentation, records, worksheets, or any other materials related to this contract shall become the property of LDR. All such records, worksheets, or materials shall be delivered to the LDR within thirty days of the completion or termination of this contract.

## **8.0 ASSIGNMENT**

The successful Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or notation), without prior written consent of the LDR, provided however, that claims for money due or to become due to the successful Contractor may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the LDR and to the Office of Contractual Review, Division of Administration.

## **9.0 RIGHT TO AUDIT**

The successful Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agencies of the State, where appropriate, the right to inspect and review all books and records pertaining to services rendered under this contract. The successful Contractor shall comply with federal and/or state laws authorizing an audit of Contractor's operation as a whole, or of specific program activities.

## **10.0 RECORD RETENTION**

Full, immediate, and unrestricted access to the work product of the successful Contractor during the term of this contract shall be available to LDR.

All records, reports, documents and other material delivered or transmitted to the successful Contractor by LDR shall remain the property of LDR, and shall be returned by the successful Contractor to LDR, at the successful Contractor's expense, at termination or expiration of this contract. All records, reports, documents and other material related to this contract and/or obtained or prepared by the successful Contractor in connection with the performance of the services contracted for herein shall become the property of LDR and shall, upon request, be returned by the successful Contractor to LDR, at the successful Contractor's expense, at termination or expiration of this contract. (This is not meant to include computer programs or data files.) Use of these materials other than related to the contract performance by the successful Contractor without the prior written consent of LDR is prohibited.

The successful Contractor shall preserve and make available complete and accurate records of collection service transactions in accordance with accepted industry accounting practices and shall keep in a safe place all such financial records and statements pertaining to the collection

agency service operation for a period of six (6) years from the close of each year's operation under this contract.

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of the successful Contractor, which relate to this contract.

#### **11.0 AMENDMENT IN WRITING**

Any alternation, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

#### **12.0 FUND USE**

The successful Contractor agrees not to use funds received for services rendered under this contract to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

#### **13.0 NON-DISCRIMINATION**

The successful Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education of 1972, the Age Act of 1975, and the successful Contractor agrees to abide by the requirements of the Americans with Disability Act of 1990. The successful Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Contractor, or failure to comply with these obligations when applicable shall be grounds for termination of this contract.

#### **14.0 HEADINGS**

Descriptive headings in this contract are for convenience only and shall not affect the construction or meaning of contractual language.

## **15.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

This contract (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the successful Contractor in response to the LDR's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

THUS DONE AND SIGNED on the date (s) noted below

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
STATE'S SIGNATURE

\_\_\_\_\_  
DATE

|  
**ATTACHMENT IV**

**COLLECTION SERVICE FEE FOR COLLECTIONS**

**COLLECTION SERVICE FEE**

Proposer shall charge a collection service fee of \_\_\_\_\_% to be applied to recovered collections.

\_\_\_\_\_  
**PROPOSER'S SIGNATURE**

## EXHIBIT A

Note: The record size is 500 Bytes for all types of records. Each prepared electronic file shall consist of a header record, “detail” records, and a trailer record. The internal timestamp must match the external file name.

### HEADER RECORD

Field	Field Name	Field Description	Start Position	Len	Data Type	Required/Optional	Justify	Padding
1	Record Type	The constant value "00" identifying Header Record	1	2	Numeric	R		
2	File Identifier	The constant value identifying File from LDR to Collection Agency or The constant value identifying File from Collection Agency to LDR	3	8	String	R		
3	Collection Agency Code	Agency Code	11	12	Numeric	R	Right	Zeros
5	Collection Agency Name	Agency Name	23	20	String	R	Left	Spaces
6	File Creation Date	Date when file was created (CCYYMMDD)	43	8	Date	R		
7	File Creation Time	24-Hour Military Time when file was created (HHMMSS)	51	6	Time	R		
8	Test Indicator Code	"TEST" for Test Data / "PROD" for Production Data	57	4	String	R		
9	Filler	Reserved for future	61	440	String	R		Spaces

## EXHIBIT B

### TAXPAYER DETAIL RECORD

Field	Field Name	Field Description	Start Position	Len	Data Type	Req/ Opt	Justify	Padding
1	Record Type	The constant value "01" identifying Placement Record	1	2	Numeric	R		
2	Record Sub Type	The constant value "01" identifying Taxpayer Detail Record	3	2	Numeric	R		
3	Collection Agency Code	Agency Code	5	12	Numeric	R	Right	Zeros
4	Taxpayer Type	(I)ndividual or (B)usiness	17	1	String	R		
5	Taxpayer SSN or TIN	10 Digit Taxpayer SSN or TIN	18	10	Numeric	R	Right	Zeros
6	Business Name	Name of Business identified in field # 4 if Taxpayer Type is "B"	28	50	String	R	Left	Spaces
7	Taxpayer Last Name	Last Name of Taxpayer identified in field # 4 if Taxpayer Type is "I"	28	30	String	R	Left	Spaces
8	Taxpayer First Name	First Name of Taxpayer identified in field # 4 if Taxpayer Type is "I"	58	19	String	R	Left	Spaces
9	Taxpayer Middle Initial	Middle Initial of Taxpayer identified in field # 4 if Taxpayer Type is "I"	77	1	String	O		
10	Taxpayer Address (Line 1)	First line of Taxpayer permanent home address / Business location	78	40	String	R	Left	Spaces
11	Taxpayer Address (Line 2)	Second line of Taxpayer permanent home address / Business location	118	40	String	O	Left	Spaces
12	Taxpayer City	The city of the Taxpayer's permanent home address / Business location	158	30	String	R	Left	Spaces
13	Taxpayer State	The State of the Taxpayer's permanent home address / Business location	188	2	String	R		
14	Taxpayer ZIP Code	5 digit Taxpayer zip code	190	5	String	R	Left	Zeros

Field	Field Name	Field Description	Start Position	Len	Data Type	Req/ Opt	Justify	Padding
15	Taxpayer ZIP Extension	4 digit Taxpayer zip extension	195	4	String	O	Left	Zeros
16	Foreign Country Code	3 character Foreign country code	199	3	String	O	Left	Spaces
17	Taxpayer Telephone Number	Taxpayer's permanent home / Business number	202	10	Numeric	R	Right	Zeros
18	Other Telephone Number	An alternative Taxpayer number	212	10	Numeric	O	Right	Zeros
19	Employer Name	Taxpayer's employer name	222	50	String	O	Left	Spaces
20	Employer Address Line #1	The first line of Taxpayer's employer address	272	40	String	O	Left	Spaces
21	Employer Address Line #2	The second line of Taxpayer's employer address	312	40	String	O	Left	Spaces
22	Employer City	Employer city	352	30	String	O	Left	Spaces
23	Employer State	Employer state	382	2	String	O	Left	Spaces
24	Employer ZIP	Employer ZIP code	384	5	String	O	Left	Zeros
25	Employer ZIP+4	4 digit Employer ZIP extension	389	4	String	O	Left	Zeros
26	Employer Phone	Employer phone number	393	10	Numeric	O	Right	Zeros
27	Taxpayer Date of Birth	Taxpayer's date of birth in (CCYYMMDD) format	403	8	Date	O	Right	Zeros
28	Total Outstanding Amount	PRIN+INTR+PEN+COLL+ OTHER Amounts contained in Tax Bill Detail Record(s) associated with SSN or TIN (Field # 5)	411	11	Num(11,2)	R	Right	Zeros
29	Filler	Reserved for Future	422	67	String	R		Spaces
30	Control Amount	Last 4 digits of Field # 5 for Trailer Record Verification	489	12	Num(12,2)	R	Right	Zeros

## EXHIBIT C

### TAX BILL DETAIL RECORD

Field	Field Name	Field Description	Start Position	Len	Data Type	Req/ Opt	Justify	Padding
1	Record Type	The constant value "01" identifying Placement Record	1	2	Numeric	R		
2	Record Sub Type	The constant value "02" identifying Tax Bill Detail Record	3	2	Numeric	R		
3	Collection Agency Code	Agency Code	5	12	NUMERIC	R	Right	Zeros
4	Taxpayer Type	(I)ndividual or (B)usiness	17	1	String	R		
5	Taxpayer SSN or TIN	10 Digit Taxpayer SSN or TIN	18	10	Numeric	R	Right	Zeros
6	Tax Bill Identifier	15 Digit Tax Bill Identifier – To identify Tax Bill	28	15	String	R		
7	Bill Period	Bill Period Date (CCYYMMDD)	43	8	Date	R		
8	Delinquent Amount	Amount of tax bill due Sum of Fields 11,12,13,14,15	51	11	Num(11,2)	R	Right	Zeros
9	Current Interest Rate	The current annual interest rate of the tax bill	62	5	Num(5,2)	R	Right	Zeros
10	Tax Type Code	4 character code to identify tax bill type e.g. IND, CFT, SLS etc.	67	4	String	R		
11	Unpaid Tax Amount	The Unpaid Tax Amount of the tax bill	71	9	Num(9,2)	R	Right	Zeros
12	Accrued Interest Amount	The Unpaid Interest Accrued through interest accrued to date	80	9	Num(9,2)	R	Right	Zeros
13	Penalties	The amount of penalty charges accrued to date	89	9	Num(9,2)	R	Right	Zeros
14	Other Charges	The unpaid amount of late fee, etc	98	7	Num(7,2)	R	Right	Zeros
15	Collection Cost Charges	The unpaid amount of collection costs for the tax bill	105	7	Num(7,2)	R	Right	Zeros



16	Interest Accrued Through Date	The date through which interest has accumulated on the tax bill (CCYYMMDD)	112	8	Date	R		
17	Filler	Reserved for future	120	369	String	R		Spaces
18	Control Amount	<b>Field # 8 for Trailer Record Verification</b>	489	12	Num(12,2)	R	Right	Zeros

**Current Interest Rate** - See Exhibit K -- Louisiana Tax Table

**Tax Type Code** – See Exhibit K -- Louisiana Tax Table

**EXHIBIT D****COMAKER DETAIL RECORD**

Field	Field Name	Field Description	Start Position	Len	Data Type	Req/ Opt	Justify	Padding
1	Record Type	The constant value "01" identifying Placement Record	1	2	Numeric	R		
2	Record Sub Type	The constant value "04" identifying Co-maker Detail Record	3	2	Numeric	R		
3	Collection Agency Code	Agency Code	5	12	Numeric	R	Right	Zeros
4	Taxpayer Type	(I)ndividual or (B)usiness	17	1	String	R		
5	Taxpayer SSN or TIN	10 Digit Taxpayer SSN or TIN	18	10	Numeric	R	Right	Zeros
6	Co-maker Type	(I)ndividual or (B)usiness	28	1	String	R		
7	Co-maker SSN or TIN	10 Digit Co-maker SSN or TIN	29	10	Numeric	R	Right	Zeros
8	Co-maker Business Name	Name of Business identified in field # 7 if Co-Maker Type is "B"	39	50	String	R	Left	Spaces
9	Co-maker Last Name	Last Name of Co-maker identified in field # 7	39	30	String	R	Left	Spaces
10	Co-maker First Name	First Name of Co-maker identified in field # 7	69	19	String	R	Left	Spaces
11	Co-maker Middle Initial	Middle Initial of Co-maker identified in field # 7	88	1	String	O		
12	Co-maker Address (Line 1)	First Line of Co-maker permanent home address	89	40	String	R	Left	Spaces
13	Co-maker Address (Line 2)	Second Line of Co-maker permanent home address	129	40	String	O	Left	Spaces
14	Co-maker City	The city of the Co-maker's permanent home address	169	30	String	R	Left	Spaces
15	Co-maker State	The state of the Co-maker's permanent home address	199	2	String	R		
16	Co-maker ZIP Code	5 digit Co-maker Zip Code	201	5	String	R	Left	Zeros

Field	Field Name	Field Description	Start Position	Len	Data Type	Req/ Opt	Justify	Padding
17	Co-maker ZIP Extension	4 digit Co-maker Zip Extension	206	4	String	O	Left	Zeros
18	Co-maker Phone Number	Co-maker's permanent home number	210	10	Numeric	R	Right	Zeros
19	Co-maker Other Phone Number	An alternative Co-maker's number	220	10	Numeric	O	Right	Zeros
20	Co-maker Date of Birth	Co-maker's date of birth in (CCYYMMDD) format	230	8	Date	O		
21	Bill Period	Bill period date (CCYYMMDD)	238	8	Date	R		
22	Tax Type Code	4 character code to identify tax bill type e.g. IND, SLS, etc.	246	4	String	R		
23	Filler	Reserved for future	250	239	String	R		Spaces
24	Control Amount	Last 4 digits of Field # 7 for Trailer Record Verification	489	12	Num(12,2)	R	Right	Zeros

**EXHIBIT E****CLOSE/RETURN RECORD**

Field	Field Name	Field Description	Start Position	Len	Data Type	Req/ Opt	Justify	Padding
1	Record Type	The constant value "02" identifying Update Transaction Record	1	2	Numeric	R		
2	Record Sub Type	The constant value "01" identifying Close/Return Record	3	2	Numeric	R		
3	Collection Agency Code	Agency Code	5	12	Numeric	R	Right	Zeros
4	Taxpayer Type	(I)ndividual or (B)usiness	17	1	String	R		
5	Taxpayer SSN or TIN	10 Digit Taxpayer SSN or TIN	18	10	Numeric	R	Right	Zeros
6	Bill Period	Bill Period date, CCYYMMDD	28	8	Date	R		
7	Tax Type Code	4 character code to identify tax bill type e.g. IND, CFT, SLS, etc	36	4	String	R	Left	Spaces
8	Business Name	Name of Business identified in field # 5 if Taxpayer Type is "B"	40	50	String	R	Left	Spaces
9	Taxpayer Last Name	Last name of taxpayer if Taxpayer Type is "I"	40	30	String	R	Left	Spaces
10	Taxpayer First Name	First name of taxpayer if Taxpayer Type is "I"	70	19	String	R	Left	Spaces
11	Taxpayer Middle Name	Middle name of taxpayer if Taxpayer Type is "I"	89	1	String	O		
12	Recall Code	8 Character code to identify recall reason e.g. '01' '03' '27'	90	8	String	R	Left	
13	Recall Description	Detail Reason for Recall/Return	98	30	String		Left	Spaces
14	Close Date	The date when recall transaction was created (CCYYMMDD)	128	8	Date	R		
15	Filler	Reserved for future	136	353	String	R		Spaces
16	Control Amount	Last 4 digits of Field # 5 for Trailer Record Verf.	489	12	Num(12,2)	R	Right	Zeros

**Recall Code & Description-** See Exhibit L -- Recall Code Table

**EXHIBIT F****DEMOGRAPHIC UPDATE RECORD**

Field	Field Name	Field Description	Start Position	Len	Data Type	Req/ Opt	Justify	Padding
1	Record Type	The constant value "02" identifying Update Transaction Record	1	2	Numeric	R		
2	Record Sub Type	The constant value '02' identifying Demographic Update Record	3	2	Numeric	R		
3	Collection Agency Code	Agency Code (LDR will have its own agency code for changes from LDR to Agency)	5	12	Numeric	R	Right	Zeros
4	Taxpayer Type	(I)ndividual or (B)usiness	17	1	String	R		
5	Taxpayer SSN or TIN	10 Digit Taxpayer SSN or TIN	18	10	Numeric	R	Right	Zeros
6	Business Name	Name of Business identified in field # 5 if Business	28	50	String	R	Left	Spaces
7	Taxpayer Last Name	Last Name of Taxpayer identified in field # 5 if Individual	28	30	String	R	Left	Spaces
8	Taxpayer First Name	First Name of Taxpayer identified in field # 5 if Individual	58	19	String	R	Left	Spaces
9	Taxpayer Middle Initial	Middle Initial of Taxpayer identified in field # 4 if Individual	77	1	String	O		
10	Taxpayer Address (Line 1)	First line of Taxpayer permanent home address / Business location	78	40	String	R	Left	Spaces
11	Taxpayer Address (Line 2)	Second line of Taxpayer permanent home address / Business location	118	40	String	O	Left	Spaces
12	Taxpayer City	Taxpayer city	158	30	String	R	Left	Spaces
13	Taxpayer State	Taxpayer state	188	2	String	R		
14	Taxpayer ZIP Code	Taxpayer 5 digit zip code	190	5	String	R	Left	Zeros
15	Taxpayer ZIP Extension	Taxpayer 4 digit zip extension	195	4	String	O	Left	Zeros

Field	Field Name	Field Description	Start Position	Len	Data Type	Req/ Opt	Justify	Padding
16	Foreign Country Code	3 character foreign country code	199	3	String	O	Left	Spaces
17	Taxpayer Telephone	Taxpayer's permanent home / Business number	202	10	Numeric	R	Right	Zeros
18	Employer Name	Taxpayer's employer name	212	50	String	O	Left	Spaces
19	Employer Address Line #1	The first line of Taxpayer's employer address	262	40	String	O	Left	Spaces
20	Employer Address Line #2	The second line of Taxpayer's employer address	302	40	String	O	Left	Spaces
21	Employer City	Employer city	342	30	String	O		
22	Employer State	Employer state	372	2	String	O		
23	Employer ZIP	Employer Zip Code	374	5	String	O	Left	Zeros
24	Employer ZIP + 4	Employer Zip Code Extension	379	4	String	O	Left	Zeros
25	Employer Phone	Employer phone number	383	10	Numeric	O	Right	Zeros
26	Change Effective Date	Change effective date (CCYYMMDD)	393	8	Date	R		
27	Update Type	TA- Taxpayer Address Update	401	2	String	R		
		TT- Taxpayer Telephone Update						
		TN- Taxpayer Name Update						
		EM- Employer Update						
28	Filler	Reserved for future	403	86	String	R		Spaces
29	Control Amount	Last 4 digits of Field # 5 for Trailer Record Verification	489	12	Num(12,2)	R	Right	Zeros

**EXHIBIT G****PAYMENT RECORD**

Field	Field Name	Field Description	Start Position	Len	Data Type	Req/ Opt	Justify	Padding
1	Record Type	The constant value "02" identifying Update Transaction Record	1	2	Numeric	R		
2	Record Sub Type	"03" Payment Record	3	2	Numeric	R		
3	Collection Agency Code	Agency Code	5	12	Numeric	R	Right	Zeros
4	Taxpayer Type	(I)ndividual or (B)usiness	17	1	String	R		
5	Taxpayer SSN or TIN	10 Digit Taxpayer SSN or TIN	18	10	Numeric	R	Right	Zeros
6	Tax Bill Identifier	15-Digit tax bill identifier. To uniquely identify tax bill.	28	15	String	R		
7	Bill Period	Bill Period date (CCYYMMDD)	43	8	Date	R		
8	Tax Type Code	4 Character code to identify tax bill type e.g. IND,CFT, SLS, etc	51	4	String	R	Left	Spaces
9	Payment Amount	Payment applied to tax Bill (Entire \$ Amount received from Taxpayer)	55	11	Num(11,2)	R	Right	Zeros
10	Negative Indicator	Used to indicate NSF or canceled payments (1 = NEG , 0 = POSS)	66	1	Numeric	R		
11	Payment Effective Date	Effective date of payment (CCYYMMDD)	67	8	Date	R		

Field	Field Name	Field Description	Start Position	Len	Data Type	Req/ Opt	Justify	Padding
12	Payment Type Code	S= State Tax Offset F= Federal Tax Offset B=Normal Payment L=Lien A=Abatement C=Assessment N=NSF	75	1	String	R		
13	Payment Source	T= Taxpayer C=Co-maker E=Employer, etc.	76	1	String	R		
14	Applied Tax	Portion of payment applied to tax amount	77	9	Num(9,2)	O	Right	Zeros
15	Applied Interest	Portion of payment applied to interest amount	86	9	Num(9,2)	O	Right	Zeros
16	Applied to Penalty	Portion of payment applied to penalty	95	9	Num(9,2)	O	Right	Zeros
17	Applied Collection	Portion of payment applied to collection cost	104	9	Num(9,2)	O	Right	Zeros
18	Applied MISC	Portion of payment applied to MISC cost	113	9	Num(9,2)	O	Right	Zeros
19	Commission Amount	Commission charged by collection agency	122	9	Num(9,2)	R	Right	Zeros
20	Filler	Reserved for future	131	358	String	R		Spaces
21	Control Amount	Last 4 digits of Field # 5 for Trailer Record Verification	489	12	Num(12,2)	R	Right	Zeros



## EXHIBIT H (1)

### LDR PAYMENT REPORT SUMMARY - SUBMITTED WITH CHECK

#### BUSINESS

AGENCY NAME \_\_\_\_\_

DATE \_\_\_\_\_

TYPE OF TAX	AGENCY DIRECT PAYMENT AMOUNT (COLUMN A)	NSF AMOUNT AGENCY REPORTED PREVIOUS PAYMENT (COLUMN B)	TOTAL AGENCY NET PAYMENTS (COLUMN C=A-B)	LESS AGENCY ADJUSTMENT FOR COLLECTION FEES (COLUMN D)	TOTAL AGENCY BALANCE DUE LDR (COLUMN E=C-D)	LESS LDR DIRECT PAYMENT COLLECTION FEE REPORTED TO AGENCY (COLUMN F)	AGENCY CHECK AMOUNT ENCLOSED (COLUMN G=E-F)
SALES TAX							
WITHHOLDING TAX							
CORPORTION INCOME							
CORPORATION FRANCHISE							
EXCISE TAX							
TOTAL							

EXHIBIT H (2)

LDR PAYMENT REPORT SUMMARY - SUBMITTED WITH CHECK

**INDIVIDUAL INCOME**

AGENCY NAME \_\_\_\_\_

DATE \_\_\_\_\_

TYPE OF TAX	AGENCY DIRECT PAYMENT AMOUNT (COLUMN A)	NSF AMOUNT AGENCY REPORTED PREVIOUS PAYMENT (COLUMN B)	TOTAL AGENCY NET PAYMENTS (COLUMN C=A-B)	LESS AGENCY ADJUSTMENT FOR COLLECTION FEES (COLUMN C)	TOTAL AGENCY BALANCE DUE LDR (COLUMN E=C-D)	LESS LDR DIRECT PAYMENT COLLECTION FEE REPORTED TO AGENCY (COLUMN F)	AGENCY CHECK AMOUNT ENCLOSED (COLUMN G=E-F)
INDIVIDUAL INCOME							
TOTAL							

**EXHIBIT I****RECONCILIATION RECORD**

Field	Field Name	Field Description	Start Position	Len	Data Type	Req/ Opt	Justify	Padding
1	Record Type	The constant value "03" identifying Reconciliation Record	1	2	Numeric	R		
2	Record Sub Type	"01" Reconciliation Record	3	2	Numeric	R		
3	Collection Agency Code	Agency Code	5	12	Numeric	R	Right	Zeros
4	Taxpayer Type	(I)ndividual or (B)usiness	17	1	String	R		
5	Taxpayer SSN or TIN	10 Digit Taxpayer SSN or TIN	18	10	Numeric	R	Right	Zeros
6	Business Name	Name of Business identified in field # 4 if Business	28	50	String	R	Left	Spaces
7	Taxpayer Last Name	Last Name of Taxpayer	28	30	String	R	Left	Spaces
8	Taxpayer First Name	First Name of Taxpayer	58	19	String	R	Left	Spaces
9	Taxpayer Middle Initial	Middle Initial of Taxpayer	77	1	String	O		
10	Taxpayer Address	Taxpayer permanent home address	78	40	String	R	Left	Spaces
11	Taxpayer City	The city of the taxpayer's permanent home address	118	30	String	R	Left	Spaces
12	Taxpayer State	The state of the Taxpayer's permanent home address	148	2	String	R	Left	Spaces
13	Taxpayer Zip Code	5 Digit taxpayer zip code	150	5	String	R	Left	Zeros
14	Taxpayer Zip Extension	4 Digit Taxpayer zip code extension	155	4	String	O	Left	Zeros

Field	Field Name	Field Description	Start Position	Len	Data Type	Req/ Opt	Justify	Padding
15	Foreign Country Code	3 Character foreign country code	159	3	String	O		
16	Taxpayer Telephone	Taxpayer's permanent home number	162	10	Numeric	O	Left	Zeros
17	Taxpayer Date of Birth	Date of Birth (CCYYMMDD) format	172	8	Date	O		
18	Tax Bill Identifier	15 Digit Tax Bill Identifier to uniquely identify tax bill	180	15	String	R		
19	Tax Type Code	4 digits Assigned Tax Type Code e.g. IND, CFT, SLS, etc	195	4	String	R		
20	Bill Period	Bill Period date (CCYYMMDD)	199	8	Date	R		
21	Current Interest Rate	Current Annual Interest Rate of Tax Bill	207	5	Num(5,2)	O	Right	Zeros
22	Tax Outstanding Amount	Current tax outstanding amount of tax bill	212	9	Num(9,2)	R	Right	Zeros
23	Accrued Interest Amount	Accrued interest amount	221	9	Num(9,2)	R	Right	Zeros
24	Accrued Interest Date	Accrued interest date (CCYYMMDD)	230	8	Date	R		
25	Interest Rate Type	4 Characters assigned Interest Rate Type e.g. COMP, SIMP, etc.	238	4	String	O	Left	Spaces
26	Penalty Charges	Current outstanding penalty charges	242	9	Num(9,2)	R	Right	Zeros
27	Collection Charges	Current outstanding collection charges	251	7	Num(7,2)	R	Right	Zeros
28	Outstanding Other Charges	Current outstanding other/MISC charges	258	7	Num(7,2)	R	Right	Zeros

Field	Field Name	Field Description	Start Position	Len	Data Type	Req/ Opt	Justify	Padding
29	Last Payment Amount	Dollar amount of last payment	265	11	Num(11,2)	R	Right	Zeros
30	Last Payment Date	Date of last payment (CCYYMMDD)	276	8	Date	R		
31	Collection Agency Placement Date	Date when tax bill was placed with collection agency (CCYYMMDD)	284	8	Date	R		
32	Tax Bill Delinquency Date	Date tax bill became delinquent (CCYYMMDD)	292	8	Date	O		
33	Current Tax Bill Status	4 Characters code to identify the current status of tax bill e.g. PIFD, CANC, BILL, etc.	300	4	String	R		
34	Filler	Reserved for future	304	185	String	R		Spaces
35	Control Amount	Sum of Field # 22, 23, 26, 27 and 28 for Trailer Record Verification	489	12	Num(12,2)	R	Right	Zeros

## EXHIBIT J

### TRAILER RECORD

Field	Field Name	Field Description	Start Position	Len	Data Type	Req/ Opt	Justify	Padding
1	Record Type	The constant value "99" identifying Trailer Record	1	2	Numeric	R		
2	Record Sub Type	"99" Trailer Record	3	2	Numeric	R		
3	Agency Code	12 Digit Agency Code	5	12	Numeric	R	Right	Zeros
4	File Creation Date	Date when file was created (CCYYMMDD)	17	8	Date	R		
5	File Creation Time	24-Hour Military Time when file was created (HHMMSS)	25	6	Time	R		
6	Detail Record Count	Total number of Detail Records in file	31	9	Numeric	R	Right	Zeros
7	Filler	Reserved for future use	40	447	String	R		Spaces
8	Total Control Amount	Sum of all control amounts in all Detail Records in positions 489 - 500	487	14	Num(14,2)	R	Right	Zeros

**EXHIBIT K****LOUISIANA TAX TYPES**

<b>TAX TYPE</b>	<b>TAX TYPE DESCRIPTION</b>	<b>CURRENT INTEREST RATE</b>
AL	Alcohol	15%
BR	Beer	15%
CIT	Corporation – Income / Franchise Tax	15%
GSD	Gasoline – Dealer	15%
GSJ	Gasoline – Jobber	15%
GSR	Gasoline – Refund	15%
GSU	Gasoline – User	15%
HW	Hazardous Waste	18%
IFTA	International Fuel Tax Agreement	15%
IND	Individual Income	15%
IS	Inspection Supervision	15%
ORG	Oilfield Restoration – Gas	15%
ORO	Oilfield Restoration – Oil	15%
SEVG	Severance – Gas	15%
SEVM	Severance – Minerals	15%
SEVO	Severance – Oil	15%
SEVT	Severance – Timber	15%
SFD	Special Fuels – Decal	15%
SFR	Special Fuels – Refund	15%
SFS	Special Fuels – Supplier	15%
SFU	Special Fuels – User	15%
SFV	Special Fuels – Violation	15%
SLD	Sales – Hotel/Motel (Orleans & Jefferson Parishes)	15%
SLH	Sales – Hotel/Motel (Statewide)	15%
SLN	Sales – NOEHA	15%
SLS	Sales – General	15%
TBR	Tobacco – Return	15%
TC	Transportation & Communication	15%
VR	Automobile Rental	15%
WTH	Withholding	15%

## EXHIBIT L

### RECALL CODE TABLE

RECALL CODE	RECALL DESCRIPTION
00	Amount paid in full
01	Skip, unable to locate
02	All means exhausted
03	Bankrupt
04	Judgment proof – no assets
05	Deceased – No assets in estate
06	Outstanding suits/judgments
07	Disputed claim – too small
08	Settlement – Balance closed
09	Too small for litigation
10	Pre- nuptial debt
11	Indigent
12	On welfare- hopeless
13	Statute barred
14	Out of business - skip
15	Corporation out of business
16	Fraud case
17	Client declines suit action
18	Paid before assigned
19	Assigned in error
20	Debtor incarcerated
21	Policy cancelled by insured
22	Non supportive documentation
23	Cease and desist
24	Client recall
25	Deferment
26	Cancellation
27	Per client request
28	Per contact
29	Close for justice
30	Remission
31	Medical



<b>RECALL CODE</b>	<b>RECALL DESCRIPTION</b>
32	Unanswered railway rule #11
33	Amnesty
34	Jan. rec. Cl. GRS/A
35	Legal action recommended
36	Vacant
37	Recommend shut off
38	SB: low balance: stop series
39	Mail return
40	Unsuccessful collection efforts
41	Code abuse
42	Closed per G.R.S.
43	Overpayment – refund to debtor
44	Cycle stage completion close

## EXHIBIT M

### RECONCILIATION TAX BILL STATUS

STATUS CODE	STATUS DESCRIPTION
PIFD	Amount paid in full
CANC	Cancelled
BILL	Billed
PMTP	Payment Plan
SKIP	Skip Tracing
LITI	Litigation
SUSP	Suspense
DISP	Disputed Claim

## EXHIBIT N

### LITIGATION REPORT – BUSINESS TAXES

AGENCY NAME \_\_\_\_\_ REPORTING PERIOD \_\_\_\_\_

ACCOUNT NUMBER	TAXPAYER NAME	TAXPAYER ADDRESS	TYPE OF TAX	PERIOD	DATE ASSIGN	BALANCE DUE	DATE SUIT FILED	JUDGEMENT STATUS
7234567001	JOHN DOE CORPORATION	125 BUNNY LN EASTER LA 73111	SLS	093188	011589	\$1,720.00	051589	PENDING
4567890001	JOHN JOHNSON	600 BIRD LN NEST LA 10023	SFS	030187	011589	\$ 572.00	043089	PENDING
6789101001	CARLBOURGH CORPORATION	111 SOUTH ST NORTH LA 70123	TBS	022888	011589	\$2,730.00	050989	EXECUTED

**EXHIBIT O (1)****INVENTORY REPORT****BUSINESS TAXES**

AGENCY NAME \_\_\_\_\_

REPORTING PERIOD \_\_\_\_\_

ACCOUNT NUMBER	TAXPAYER NAME	TAXPAYER ADDRESS	TYPE OF TAX	PERIOD	DATE ASSIGN	BALANCE DUE	ACTIVE ACCOUNT STATUS
7234567001	JOHN DOE CORPORATION	125 BUNNY LN EASTER LA 73111	SLS	093188	011589	\$1,720.00	a
3456789001	ABC CORPORATION	100 JADE ST JADE LA 03321	WTH	091588	011589	\$1,750.00	a
3456789001	ABC CORPORATION	100 JADE ST JADE LA 03321	CIT	123186	011589	\$ 0.00	a
3456789001	ABC CORPORATION	100 JADE ST JADE LA 03321	CFT	123187	011589	\$ 190.50	a
4567890001	JOHN JOHNSON	600 BIRD LN NEST LA 10023	SFS	030187	011589	\$ 572.00	b
5678901001	MARK E SMITH	589 DIE HARD ST BURDEN LA 25411	GSD	063087	011589	\$ 52.25	d
6789101001	CARLBOURGH CORPORATION	111 SOUTH ST NORTH LA 70123	TBS	022888	011589	\$2,730.00	e

**EXHIBIT O (2)**

**INVENTORY REPORT**  
**INDIVIDUAL INCOME TAXES**

AGENCY NAME \_\_\_\_\_ REPORTING PERIOD \_\_\_\_\_

ACCOUNT NUMBER	TAXPAYER NAME	TAXPAYER ADDRESS	TYPE OF TAX	PERIOD	DATE ASSIGN	BALANCE DUE	ACTIVE ACCOUNT STATUS
400222655	PERKINS, KENNY	125 BUNNY LN EASTER LA 73111	IIT	123188	011589	\$1,600.00	a
411233778	SMITH, JOHN	100 JADE ST JADE LA 03321	IIT	123185	011589	\$1,750.00	b
315555222	DOE, MARK	100 JADE ST JADE LA 03321	IIT	123186	011589	\$1,970.00	a
555622881	JONES, JOE	100 JADE ST JADE LA 03321	IIT	123182	011589	\$ 267.00	c
455566622	SUMMER, THELMA	600 BIRD LN NEST LA 10023	IIT	123183	011589	\$ 1,768.00	b
259987766	BROWN, GEORGE	589 DIE HARD ST BURDEN LA 25411	IIT	123184	011589	\$ 150.00	a
145784478	GREEN, LEONARD	111 SOUTH ST NORTH LA 70123	IIT	123186	011589	\$2,730.00	a